

McKnight v Muzaffar
2026 NY Slip Op 31444(U)
April 8, 2026
Supreme Court, Kings County
Docket Number: Index No. 515957/2019
Judge: Anne J. Swern
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At an IAS Trial Term, Part 75 of the Supreme Court of the State of New York, Kings County, at the Courthouse located at 360 Adams Street, Brooklyn, New York on the 8th day of April 2026

P R E S E N T: HON. ANNE J. SWERN, J.S.C.

SHARON McKNIGHT,

Plaintiff(s),

-against-

SOHAIL MUZAFFAR, BILAL HAJAJI, ADOM RENTAL,
UBER TECHNOLOGIES INC., and UBER USA LLC,

Defendant(s).

DECISION & ORDER

Index No.: 515957/2019

Motion Seq.: 10

Return Date: 3/5/2026

Recitation of the following papers as required by CPLR 2219(a):

**NYSCEF
Papers
Numbered**

Notice of Motion and Supporting Documents	139-159
Affirmation in Opposition and Supporting Documents	162-180
Reply Affirmation and Supporting Documents	181-187

Upon the foregoing papers, the decision and order of the Court is as follows:

This action for personal injuries arises from a two-vehicle collision on 2/20/2019.

Plaintiff was a passenger in the vehicle owned by Adom Rental and operated by Bilal Hajaji that was involved in a collision with that of Sohail Muzaffar. Plaintiff secured the ride after she connected with Hajaji tthrough Uber Rider App.

Uber Technologies. Inc. and Uber USA LLC (collectively “Uber) moved for summary judgment dismissing the complaint against them because as a matter of law, Hajaji was neither employee nor agent of Uber. They contend that Uber did not hire, retain or employ Hajaji and did not exercise the requisite degree of control over Hajaji that would establish an employment relationship (*Matter of O’Brien v Spitzer*, 7 NY3d 239, 242 [2006]); *Castro-Quesada v Tuapanta*,

148 AD3d 978 [2d Dept 2017]). Uber urges the Court to consider five factors to determine whether an entity exercised control of the independent contractor: whether the alleged employee (1) worked at his own convenience; (2) was free to engage in other employment; (3) received fringe benefits; (4) was on the employer's payroll; and (5) worked on a fixed schedule (*Bynog v Cipriani*, 1 NY3d 193 [2003]; *Barak v Chen* 87 AD3d 955 [2d Dept 2011]). Uber asserts that Plaintiff did not present evidence that their relationship fell within any of the enumerated factors or provide case law to the contrary.

Instead, plaintiff relied on, *inter alia*, a settlement reached by Governor Hochul with Uber Technologies whereby Uber and Uber Eats agreed to make quarterly payments into the New York State Unemployment Insurance Fund. According to the Governor's news release, the New York State Department of Labor (NYSDOL) and the Governor applauded Uber for doing their part to safeguard the NYS Unemployment Trust Fund. The news release also contained the following statement by Uber: "Uber has partnered with the NYSDOL on a first-in-the-nation agreement that *will ensure drivers continue to enjoy the independence and flexibility they value, while having access to important protections*" (emphasis added). The details of the settlement are not "publicly disclosed due to federal and state laws and regulations that limit disclosure of confidential unemployment insurance data, including details about an employer's unemployment insurance account." Plaintiff also relies on unemployment decisions in "non-tort" cases concerning unemployment benefits.

Based on the evidence in the record, Uber's motion is granted (*Matter of O'Brien v Spitzer*, 7 NY3d 242; *Castro-Quesada v Tuapanta*, 148 AD3d 978 *Bynog v Cipriani*, 1 N.Y.3d 193 [2003]; *Barak v Chen* 87 AD3d 955; and *see Muraino v Uber*, 501031/2023, NYSCEF DOC. 113 [Swern, J. 2025]). In *Muraino*, this court held that the Governor's news release is

unpersuasive.¹ It states that “NYSDOL maintains that Uber drivers and couriers are employees for purposes of unemployment insurance; and Uber maintains that they are independent contractors. *Regardless of the characterization of employment status*, NYSDOL and Uber agree that drivers and couriers eligible for unemployment benefits should receive them, and Uber should contribute to the State’s UI Trust Fund on their behalf” (emphasis added). Accordingly, an Uber driver’s entitlement to unemployment benefits does not depend upon an employment relationship but rather a wholly separate agreement between Uber and the NYSDOL and, therefore, does not in and of itself establish an employment relationship in this proceeding.

The Court has considered the plaintiff’s remaining arguments and finds same to be without merit.

Accordingly, it is hereby

ORDERED that the motion for an order of summary judgment per CPLR § 3212 dismissing this action only as against defendants UBER TECHNOLOGIES, INC. and UBER USA LLC is GRANTED, and it is further

ORDERED that this action, together with all crossclaims, is hereby dismissed in its entirety only as against defendants UBER TECHNOLOGIES, INC. and UBER USA LLC, and it is further

¹ See the full press release at [Governor Hochul Announces Unprecedented Settlement Agreement Between the NYS Department of Labor and Uber | Governor Kathy Hochul | New York State](#)

ORDERED that the Clerk shall enter judgment accordingly.

This constitutes the decision and order of the Court.

ENTER:

A handwritten signature in blue ink, appearing to be 'AS', written over a horizontal line.

Hon. Anne J. Swern, J.S.C.
Dated: April 8, 2026